



JAMES A. NOYES, Director

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

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July 17, 2003

IN REPLY PLEASE

REFER TO FILE: PD-2

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**BANDINI BOULEVARD, ET AL.
CITY OF VERNON-COUNTY COOPERATIVE AGREEMENT
SUPERVISORIAL DISTRICT 1
4 VOTES**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find that the project to resurface and reconstruct the deteriorated roadway pavement on Bandini Boulevard from 850 feet west of Downey Road to 100 feet west of Downey Road, Downey Road to Whittier Boulevard to Olympic Avenue, Downey Road to 150 feet south of Bandini Boulevard to Vernon Avenue, and Downey Road to Fruitland Avenue to 170 feet to north of Slauson Avenue, portions of which are jurisdictionally shared with the City of Vernon, is exempt from the California Environmental Quality Act.
2. Approve and instruct the Chair of the Board to sign the cooperative agreement with the City of Vernon for the project. The agreement provides for the County to perform the preliminary engineering and administer the construction of the project, with the City and the County to finance their respective jurisdictional shares of the project cost. The total project cost is currently estimated to be \$930,000, with the City's share being \$30,000 and the County's share being \$900,000. The City is to utilize a portion of its available Aid-To-Cities allocation credit of \$30,000 to finance its share of the project cost.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The County and the City of Vernon propose to resurface and reconstruct the deteriorated roadway pavement on Bandini Boulevard from 850 feet west of Downey Road to 100 feet west of Downey Road, Downey Road to Whittier Boulevard to Olympic Avenue, Downey Road to 150 feet south of Bandini Boulevard to Vernon Avenue, and Downey Road to Fruitland Avenue to 170 feet to north of Slauson Avenue. Portions of these streets are jurisdictionally shared with the City of Vernon.

The work will also include the reconstruction of curb, gutter, sidewalk, and a raised median. Your Board's approval of the enclosed agreement is necessary for the delegation of responsibilities and the cooperative financing of the project.

Sections 1685 and 1803 of the California Streets and Highways Code provide that the board of supervisors of any county may enter into contracts or agreements with the legislative body of any city for the purposes of more efficient construction or repair of streets and roads within the city. Sections 1680 through 1684 of said Code further provide that the board of supervisors of any county may, by a four-fifths vote of its members, determine that the improvement or alteration of any street within a city is of general county interest and that county aid shall be extended therefore.

Implementation of Strategic Plan Goals

This action meets the County's Strategic Plan Goal of Service Excellence. By improving the subject roadways, residents of the City of Vernon and the unincorporated area who travel on these streets will benefit and their quality of life will be improved.

FISCAL IMPACT/FINANCING

The total project cost is currently estimated to be \$930,000, with the City's share being \$30,000 and the County's share being \$900,000. Funding for this project included in the 2003-04 Road Fund Budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The enclosed agreement, which has been approved as to form by County Counsel, provides for the County to perform the preliminary engineering and administer the construction of the project with the City and the County to finance their respective jurisdictional shares of the project cost. The City is to utilize a portion of its available Aid-To-Cities allocation credit of \$30,000 to finance its share of the project cost.

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ENVIRONMENTAL DOCUMENTATION

The California Environmental Quality Act requires public agency decision makers to document and consider the environmental implications of their actions. Based on the scope of work, the proposed project is categorically exempt pursuant to Section 15301, Class 1 (c), of the California Environmental Quality Act Guidelines and Class 1 (x), Subsections 2 and 14, of the Environmental Reporting Procedures and Guidelines adopted by your Board on November 17, 1987.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Bandini Boulevard and Downey Road are on the County's Highway Plan, and the proposed improvements are needed and of general County interest.

CONCLUSION

Enclosed are two copies of the agreement, which have been approved by the City and approved as to form by County Counsel. Upon approval, please return the copy marked "CITY ORIGINAL" to Public Works for processing together with one approved copy of this letter. The copy marked "COUNTY ORIGINAL" is for your files.

Respectfully submitted,

JAMES A. NOYES
Director of Public Works

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Enc.

cc: Chief Administrative Office
County Counsel

CITY ORIGINAL

A G R E E M E N T

THIS AGREEMENT, made and entered into by and between the CITY OF VERNON, a municipal corporation in the County of Los Angeles, hereinafter referred to as "CITY," and the COUNTY OF LOS ANGELES, a political subdivision of the State of California, hereinafter referred to as "COUNTY":

W I T N E S S E T H

WHEREAS, Downey Road is on the Highway Element of CITY'S General Plan and on COUNTY'S Highway Plan; and

WHEREAS, CITY and COUNTY propose to resurface the deteriorated roadway pavement on Downey Road from Fruitland Avenue to 170 feet north of Slauson Avenue, which work is hereinafter referred to as "PROJECT"; and

WHEREAS, PROJECT, which is to be constructed as part of the Bandini Boulevard et al. project, includes work on the streets shown on Exhibit "A"; and

WHEREAS, PROJECT is within the shared geographical boundaries of CITY and COUNTY; and

WHEREAS, PROJECT is of general interest to CITY and COUNTY; and

WHEREAS, COUNTY is willing to perform the preliminary engineering, construction inspection and engineering, materials testing, construction survey, and contract administration for PROJECT; and

WHEREAS, "COST OF PROJECT" includes the costs of preliminary engineering, construction contract, contract administration, construction inspection and engineering, materials testing, and construction survey for PROJECT, as more fully set forth herein; and

WHEREAS, CITY and COUNTY are willing to finance their respective jurisdictional shares of COST OF PROJECT; and

WHEREAS, COST OF PROJECT is currently estimated to be Nine Hundred Thirty Thousand and 00/100 Dollars (\$930,000.00) with CITY'S share being Thirty Thousand and 00/100 Dollars (\$30,000.00) and COUNTY'S share being Nine Hundred Thousand and 00/100 Dollars (\$900,000.00); and

WHEREAS, CITY proposes to finance its jurisdictional share of COST OF PROJECT by utilizing a portion of its available Aid-To-Cities (ATC) allocation credit in COUNTY'S Road Fund, currently estimated to be Thirty Thousand and 00/100 Dollars (\$30,000.00).

NOW, THEREFORE, in consideration of the mutual benefits to be derived by CITY and COUNTY and of the promises herein contained, it is hereby agreed as follows:

(1) DEFINITIONS:

- a. The term "JURISDICTION," as referred to in this AGREEMENT, shall be defined as the area within the geographical boundary of each governmental entity mentioned in this AGREEMENT.
- b. COST OF PROJECT, as referred to in this AGREEMENT, shall consist of the costs of preliminary engineering, construction contract, required materials, detour, signing and striping, construction inspection and engineering, construction survey, utility relocation, contract administration, and all other work necessary to construct PROJECT in accordance with the approved plans and shall include currently effective percentages added to total salaries, wages, and equipment costs to cover overhead, administration, and depreciation in connection with any or all of the aforementioned items.
- c. The cost of "preliminary engineering," as referred to in this AGREEMENT, shall consist of the costs of environmental documentation; design survey; soils report; traffic index and geometric investigation; preparation of plans, specifications, and cost estimates; right-of-way certification; utility engineering; and all other necessary work prior to advertising of PROJECT for construction bids and shall include currently effective percentages added to total salaries, wages, and equipment costs to cover overhead, administration, and depreciation in connection with any and all of the aforementioned items.
- d. The cost of "construction contract," as referred to in this AGREEMENT, shall consist of the total of all payments to the contractor for PROJECT and payments to utility companies or contractors for the relocation of facilities necessary for the construction of PROJECT.

(2) CITY AGREES:

- a. To finance CITY'S jurisdictional share of COST OF PROJECT, pursuant to paragraph (4) a., below, the amount of which is to be determined by a final accounting of PROJECT costs.
- b. To utilize a portion of the CITY'S available ATC allocation credit of Thirty Thousand and 00/100 Dollars (\$30,000.00) to finance CITY'S share of COST OF PROJECT.

- c. To obtain, if necessary, and grant COUNTY any temporary right of way within CITY necessary for the construction of PROJECT at no cost to COUNTY.
- d. Upon approval of construction plans for PROJECT, to issue COUNTY a no-fee permit(s) authorizing COUNTY to construct those portions of PROJECT within CITY highway right of way.
- e. To cooperate with COUNTY in conducting negotiations with and, where appropriate, issue notices to public utility organizations and owners of substructure and overhead facilities regarding the relocation, removal, operation, and maintenance of all surface and underground utilities and facilities, structures, and transportation services, which interfere with the proposed construction. Where utilities have been installed in CITY streets or on CITY property, CITY will provide the necessary right of way for the relocation of these utilities and facilities that interferes with the construction of PROJECT. CITY will take all necessary steps to grant, transfer, or assign all prior rights over utility companies and owners of substructure and overhead facilities when necessary to construct, complete, and maintain PROJECT or to appoint COUNTY as its attorney-in-fact to exercise such prior rights. All such prior rights granted, transferred or assigned to COUNTY shall revert back to CITY, upon completion of PROJECT.
- f. To appoint COUNTY as CITY'S attorney-in-fact for the purpose of representing CITY in all negotiations pertaining to the advertisement of PROJECT for construction bids, award, and administration of the construction contract and in all things necessary and proper to complete PROJECT.
- g. Upon completion of PROJECT, to maintain in good condition and at CITY expense all improvements constructed as part of PROJECT within CITY'S jurisdiction.

(3) COUNTY AGREES

- a. To perform the preliminary engineering, construction inspection and engineering, materials testing, construction survey, and contract administration for PROJECT.
- b. To finance COUNTY'S jurisdictional share of COST OF PROJECT, pursuant to paragraph (4) a., below, the amount of which is to be determined by a final accounting of PROJECT costs.

- c. To obtain CITY'S approval of plans for PROJECT prior to advertising for construction bids.
- d. To advertise PROJECT for construction bids, to award and to administer the construction contract, and to act on behalf of CITY in all negotiations pertaining thereto.
- e. To furnish CITY, within one hundred twenty (120) calendar days after final payment to construction contractor for PROJECT, a final accounting of the actual total COST OF PROJECT including an itemization of actual unit costs and actual quantities for PROJECT.

Upon completion of PROJECT, to maintain in good condition and at COUNTY expense all improvements constructed as part of PROJECT within COUNTY'S jurisdiction

(4) IT IS MUTUALLY UNDERSTOOD AND AGREED AS FOLLOWS

- a. The final accounting of the actual total COST OF PROJECT shall allocate said total cost between CITY and COUNTY based on the location of the improvements and/or work done. Thus, the cost of all work or improvements (including all engineering, administration, and all other costs incidental to any such work or improvement) located within CITY JURISDICTION shall be borne by CITY. Such costs constitute the total COST OF PROJECT within CITY'S JURISDICTION. The cost of all work or improvements (including all engineering, administration, and all other costs incidental to any such work or improvement) located within COUNTY JURISDICTION shall be borne by COUNTY. Such costs constitute the total COST OF PROJECT within COUNTY'S JURISDICTION.
- b. That CITY'S total actual ATC allocation credit shall be an amount equal to its share of COST OF PROJECT, as set forth in paragraph (2) a., above, based on the final accounting.
- c. That if for some reason CITY'S available balance of ATC allocation credit is insufficient to finance CITY'S commitment, as set forth in paragraph (4) b., above, CITY shall pay COUNTY other CITY funds, upon demand by COUNTY, so that when combined with CITY'S available ATC allocation credit, the total will equal CITY'S share of COST OF PROJECT. Said demand will consist of a billing invoice prepared by COUNTY.

- d. That if CITY'S final payment, as set forth in paragraph (4) c., above, is not delivered to COUNTY office, which is described on the billing invoice prepared by COUNTY, within thirty (30) calendar days after the date of said invoice, notwithstanding the provisions of Government Code, Section 907, COUNTY may satisfy such indebtedness, including interest thereon, from any funds of CITY on deposit with COUNTY, after giving notice to CITY of COUNTY'S intention to do so.
- e. CITY shall review the final accounting invoice prepared by COUNTY and report in writing any discrepancies to COUNTY of Los Angeles Department of Public Works within thirty (30) calendar days after the date of said invoice. Undisputed charges shall be paid by CITY to COUNTY within thirty (30) calendar days after the date of said invoice. Public Works shall review all disputed charges and submit a written justification detailing the basis for those charges within thirty (30) calendar days of receipt of CITY'S written report. CITY shall then make payment of the previously disputed charges or submit justification for nonpayment within thirty (30) calendar days after the date of COUNTY'S written justification.
- f. COUNTY, at any time, may, at its sole discretion, designate an alternative payment mailing address and an alternative schedule for payment of CITY funds if applicable. CITY shall be notified of such changes by invoice.
- g. During construction of PROJECT, COUNTY shall furnish an inspector or other representative to perform the functions of an inspector. CITY may also furnish, at no cost to COUNTY, an inspector or other representative to inspect construction of PROJECT. Said inspectors shall cooperate and consult each other, but the orders of the COUNTY inspector to the contractor or any other person in charge of construction shall prevail and be final.
- h. This AGREEMENT may be amended or modified only by mutual written consent of COUNTY and CITY.

Any correspondence, communication, or contact concerning this AGREEMENT shall be directed to the following:

CITY:

Mr. Kevin Wilson
Director of Community Services
City of Vernon
4305 Santa Fe Avenue
Vernon, CA 90058-1786

COUNTY:

Mr. James A. Noyes
Director of Public Works
County of Los Angeles
Department of Public Works
P.O. Box 1460
Alhambra, CA 91802-1460

Neither COUNTY nor any officer or employee of COUNTY shall be responsible for any damage or liability occurring by reason of any acts or omissions on the part of CITY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of CITY under this AGREEMENT. It is also understood and agreed that, pursuant to Government Code, Section 895.4, CITY shall fully indemnify, defend, and hold COUNTY harmless from any liability imposed for injury (as defined by Government Code, Section 810.8) occurring by reason of any acts or omissions on the part of CITY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of CITY under this AGREEMENT.

- k. Neither CITY nor any officer or employee of CITY shall be responsible for any damage or liability occurring by reason of any acts or omissions on the part of COUNTY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of COUNTY under this AGREEMENT. It is also understood and agreed that, pursuant to Government Code, Section 895.4, COUNTY shall fully indemnify, defend, and hold CITY harmless from any liability imposed for injury (as defined by Government Code, Section 810.8) occurring by reason of any acts or omissions on the part of COUNTY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of COUNTY under this AGREEMENT.

In contemplation of the provisions of Section 895.2 of the Government Code of the State of California imposing certain tort liability jointly upon public entities solely by reason of such entities being parties to an agreement (as defined in Section 895 of said Code), each of the parties hereto, pursuant to the authorization contained in Sections 895.4 and 895.6 of said Code, will assume the full liability imposed upon it or any of its officers, agents, or employees by law for injury caused by any act or omission occurring in the performance of this AGREEMENT to the same extent that such liability would be imposed in the absence of Section 895.2 of said Code. To achieve the above-stated purpose, each of the parties indemnifies and holds

harmless the other party for any liability, cost, or expense that may be imposed upon such other party solely by virtue of said Section 895.2. The provisions of Section 2778 of the California Civil Code are made a part hereof as if incorporated herein.

- m. It is understood and agreed that the provisions of Assumption of Liability Agreement No. 32085 between CITY and COUNTY, adopted by the Board of Supervisors on December 27, 1977, and currently in effect are inapplicable to this AGREEMENT.

[illegible]

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by their respective officers, duly authorized, by the CITY OF VERNON on May 14, 2003, 2003, and by the COUNTY OF LOS ANGELES on _____, 2003.

ATTEST:

COUNTY OF LOS ANGELES

VIOLET VARONA-LUKENS
Executive Officer of the

By _____

Board of Supervisors of
the County of Los Angeles

Chair, Board of Supervisors

By _____
Deputy

APPROVED AS TO FORM:

LLOYD W. PELLMAN
County Counsel

By Franklin A. Scott
Deputy

CITY OF VERNON

By Thomas C. Mallory
Mayor

ATTEST:

APPROVED AS TO FORM

By [Signature]
City Clerk

By [Signature]
City Attorney